

JOSHUA A. SLIKER, ESQ.
Nevada Bar No. 12493
THOMAS W. MARONEY, ESQ.
Nevada Bar No. 13913
JACKSON LEWIS P.C.
300 S. Fourth Street, Suite 900
Las Vegas, Nevada 89101
Telephone: (702) 921-2460
Email: joshua.sliker@jacksonlewis.com
Email: thomas.maroney@jacksonlewis.com

*Attorneys for Defendant
Anytime Labor, LLC*

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

MATTHEW JACKSON, an individual,

Plaintiff,

vs.

UNICITY INTERNATIONAL, INC., a
Delaware corporation; ANYTIME LABOR,
L.L.C., a Nevada limited liability company,

Defendants.

Case No. 2:25-cv-00738-GMN-NJK

**ORDER TO
EXTEND DEADLINE FOR DEFENDANT
TO RESPOND TO PLAINTIFF'S
COMPLAINT

(FOURTH REQUEST)**

IT IS HEREBY STIPULATED by and between Plaintiff Matthew Jackson ("Plaintiff"), by and through his counsel, Greenberg Gross LLP, and Defendant, Anytime Labor, L.L.C. ("Anytime Labor")(collectively "Parties"), by and through its counsel, the law firm of Jackson Lewis P.C., that Defendant shall have a 1-week extension up to and including **July 14, 2025**, in which to file its response to Plaintiff's Complaint. This Stipulation is submitted and based upon the following:

1. Defendant Anytime Labor was served with the Summons and Complaint on May 15, 2025. (ECF No. 1).
2. The Parties stipulated to continue the deadline for Anytime Labor's responsive pleading on three occasions as the Parties worked to determine how to proceed considering Plaintiff's agreement to arbitrate, with the deadline for response currently being July 7, 2025.
3. Since the Parties stipulated to continue the deadline for Anytime Labor's responsive

1 pleading, the Parties have been communicating to determine whether this matter will proceed to
2 arbitration.

3 4. Anytime Labor provided Plaintiff with the arbitration agreement and the data related
4 to the online execution of the agreement.

5 5. Plaintiff agreed to voluntarily submit the claims asserted in this action against
6 Anytime Labor to the American Arbitration Association.

7 6. The Parties have also agreed that a Stipulation to Stay Case Pending Arbitration is
8 appropriate based upon the language of the arbitration agreement. However, Plaintiff is not able to
9 agree to allowing only the claims against Defendant Anytime Labor to proceed to arbitration while
10 continuing to litigate the claims against Defendant Unicity International, Inc. given the duplication
11 of efforts and costs associated with prosecuting the case in two venues.

12 7. The Parties are presently communicating with co-Defendant, UNICITY
13 INTERNATIONAL, INC., to determine how UNICITY INTERNATIONAL, INC. intends to
14 proceed in light of Anytime Labor's claims being submitted to arbitration.

15 8. The Parties understand this Court previously Ordered that no additional extensions
16 would be granted. However, in this instance, the Parties believe that good cause exists for another
17 weeklong extension as the additional time may prevent unnecessary briefing and may lead to the
18 stay of this case in its entirety.

19 9. Based on the foregoing, the Parties have agreed to extend the deadline for Defendant
20 Anytime Labor to file its response to Plaintiff's Complaint to July 14, 2025. This would allow the
21 Parties to further communicate with UNICITY INTERNATIONAL, INC. to determine how it
22 intends to proceed now that the Parties have agreed to submit this matter to arbitration.

23 10. This is the fourth stipulation to extend the time for Defendant Anytime Labor to
24 respond to Plaintiff's Complaint.

25 11. The Parties believe these circumstances constitute good cause for granting an
26 extension. *See* Fed. R. Civ. P. 6(b)(1).

27 12. This Stipulation is made in good faith and not for the purpose of delay.
28

13. Nothing in this Stipulation and Order shall operate to waive, relinquish, or impair any claim, defense, objection, or right of any party in this case. Further, nothing in this Stipulation and Order shall be construed as an admission of or consent to the merit or validity of any claim, defense, objection, or right by any party in this case.

Dated this 7th day of July, 2025.

GREENBERG GROSS LLP

JACKSON LEWIS P.C.

/s/ Marian L. Massey

/s/ Thomas W. Maroney

Jemma E. Dunn, Bar #16229
Matthew T. Hale, Bar #16880
Marian L. Massey, Bar #14579
1980 Festival Plaza Dr., Suite 730
Las Vegas, NV 89135

Joshua A. Sliker, Bar # 12493
Thomas W. Maroney, Bar # 13913
300 S. Fourth St., Suite 900
Las Vegas, Nevada 89101


Attorneys for Plaintiff
Matthew Jackson

Attorneys for Defendant
Anytime Labor LLC

No further extensions will
be granted.

ORDER

IT IS SO ORDERED.


Nancy J. Koppe
United States Magistrate Judge
Dated: July 8, 2025